

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

JOSE ROMERO, *et al.*, on behalf of themselves and all
others similarly situated,

Plaintiffs,

-against-

ESSEX 123 INC. d/b/a CHAMPION PIZZA, *et al.*,

Defendants.

USDC SDNY
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DATE FILED: 3/12/2020

19cv1690 (DF)

**ORDER OF
DISMISSAL**

DEBRA FREEMAN, United States Magistrate Judge:

In this action under the Fair Labor Standards Act and the New York Labor Law, which is before this Court on the consent of the parties pursuant to 28 U.S.C. § 636(c), the parties, having reached an agreement in principle to resolve the action, have placed their proposed settlement agreement before the Court for approval. *See Cheeks v. Freeport Pancake House, Inc.*, 796 F.3d 1999 (2d Cir. 2015) (requiring judicial fairness review of FLSA settlements). The parties have also submitted a letter to the Court, explaining why they believe the proposed settlement agreement is fair, reasonable, and adequate (Dkt. 72), and have further submitted a supplemental letter, enclosing a rider to the proposed agreement that would address a concern expressed by the Court regarding the scope of the release contained in their agreement, as originally proposed (Dkt. 73). The Court has reviewed the parties' submissions in order to determine whether the proposed agreement (Dkt. 72-1), as modified by the later-submitted rider (Dkt. 73-1), represents a reasonable compromise of the claims asserted in this action, and, in light of the totality of the relevant circumstances, including the representations made in the parties' letters, the terms of the proposed settlement agreement, as modified, and this Court's own familiarity with the strengths

and weaknesses of the parties' positions (as became evident during an arms-length settlement mediation conducted by this Court), it is hereby ORDERED that:

1. The Court finds that the terms of the proposed settlement agreement, as modified by the submitted rider, are fair, reasonable, and adequate, both to redress Plaintiffs' claims in this action and to compensate Plaintiffs' counsel for their legal fees, and the agreement is therefore approved.

2. The Court notes that the parties have requested that the Court retain jurisdiction over this matter for the purpose of enforcing the parties' settlement agreement (*see* Dkt. 72, at 2), and that their proposed agreement expressly contemplates that the Court will do so (*see* Dkt. 72-1 ¶ 11). In light of this, and in order to effectuate the evident intent of the parties, this Court will retain jurisdiction over this matter for the purpose of enforcing the settlement.

3. As a result of the Court's approval of the parties' executed settlement agreement, this action is hereby discontinued with prejudice and without costs or fees to any party. The Clerk of Court is directed to close this case on the Docket of the Court.

Dated: New York, New York
March 12, 2020

SO ORDERED


DEBRA FREEMAN
United States Magistrate Judge

Copies to:

All counsel (via ECF)